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MAR 05 2015

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

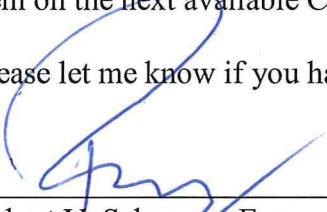
CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Nicholas Mimms, Deputy City Manager
FROM: Robert V. Schwerer, City Attorney
SUBJECT: Seven Gables Lease Extension
DATE: March 5, 2015

Please find attached a Lease Extension as requested in your February 12, 2015 memorandum, a copy also attached. You may have this scheduled as a Consent Agenda item on the next available City Commission Agenda.

Please let me know if you have any questions.



Robert V. Schwerer, Esq.
City Attorney

/mlp

Attachment


cc: Robert J. Bradshaw, City Manager
Linda Cox, City Clerk




INTEROFFICE MEMORANDUM

FROM THE OFFICE OF THE
CITY MANAGER

To : Robert V. Schwerer, City Attorney

THRU : Robert J. Bradshaw, City Manager 

FROM : Nick Mimms, P.E., Deputy City Manager 

RE : **Lease Agreement with St. Lucie County Chamber of Commerce**

DATE : February 12, 2015

Attached is a copy of the fully executed lease agreement with the St. Lucie County Chamber of Commerce, which expired February 1, 2015. Also attached is an email dated February 5, 2015 from Terissa C. Aronson requesting the renewal of the lease. Please proceed with the preparation of the documentation to renew this lease agreement.

If you have any questions or need additional information, please contact me.

NM:jdr

c: Linda Cox, City Clerk

Attachment

FEB 12 2015

LEASE EXTENSION

THIS LEASE EXTENSION AGREEMENT, is made and entered into this ___ day of March, 2015, by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, ("**LANDLORD**"), and the **ST LUCIE COUNTY CHAMBER OF COMMERCE, INC.** a nonprofit corporation organized under the laws of Florida with its principal address at 2937 Midway Road, Fort Pierce, Florida, ("**TENANT**").

WHEREAS, the Landlord and Tenant entered into a five year lease agreement for 482 North Indian River Drive, Fort Pierce, Florida, attached hereto as Exhibit "A", on February 1, 2010; and

WHEREAS, **TENANT** and **LANDLORD** have mutually agreed to a five year lease extension as provided under said lease.

NOW, THEREFORE, in consideration of the covenants herein contained, and the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **LANDLORD** and **TENANT** do hereby agree as follows:

- 1) The Lease term shall be extended for an additional five year period, commencing on February 1, 2015.
- 2) All other terms and conditions of the Lease shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Extension to be executed by their appropriate officials, as of the date first above written.

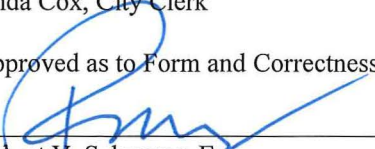
CITY OF FORT PIERCE, a municipal corporation,
LANDLORD

Attest:

Linda Cox, City Clerk

By: _____
Linda Hudson, Mayor

Approved as to Form and Correctness:



Robert V. Schwerer, Esq.
City Attorney

ST LUCIE COUNTY CHAMBER OF COMMERCE, a Florida Nonprofit Corporation,
TENANT

By: _____
Terri Sloan-Bartz, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, **Terri Sloan-Bartz, as President of ST LUCIE COUNTY CHAMBER OF COMMERCE, INC.** to me known to be the person described in and who executed foregoing document and who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of March, 2015.

Notary Public, State of Florida at Large

My Commission expires: _____

CITY OF FORT PIERCE, FLORIDA
LEASE AGREEMENT FOR
OPERATION OF THE SEVEN GABLES VISITOR INFORMATION CENTER

THIS LEASE AGREEMENT, is made and entered into this 1st day of February, 2010, by and between the CITY OF FORT PIERCE, a Florida municipal corporation, ("LANDLORD"), and the ST. LUCIE COUNTY CHAMBER OF COMMERCE, INC., a nonprofit corporation organized under the laws of Florida with its principal address at 1850 SW Fountainview Boulevard, Suite 201, Port St. Lucie, Florida, ("TENANT").

WITNESSETH:

WHEREAS, the LANDLORD is the owner of an approximately 2,000 square foot historic building on the downtown waterfront in the City of Fort Pierce known as the Seven Gables Visitor Information Center, as further described below, and

WHEREAS, the LANDLORD has selected TENANT for the purpose of operating the Seven Gables Visitor Information Center which has a specific public benefit, and

WHEREAS, the TENANT agrees to operate the Seven Gables Visitor Information Center, keeping regular posted hours of operation acceptable to LANDLORD and performing a specific public benefit, subject to the reasonable review and approval of the LANDLORD,

NOW, THEREFORE, in consideration of the covenants herein contained, and the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, LANDLORD and TENANT do hereby agree as follows:

1. LEASED PREMISES

The LANDLORD does hereby lease to TENANT that certain building, owned by the LANDLORD at 482 North Indian River Drive, Fort Pierce, Florida, more particularly described in Exhibit "A" attached and incorporated by reference.

2. LEASE TERM

This Lease Agreement shall be for an initial (5) year term, commencing on February 1st, 2010, renewable for an additional five (5) year term upon mutual written agreement.

3. LEASE PAYMENTS

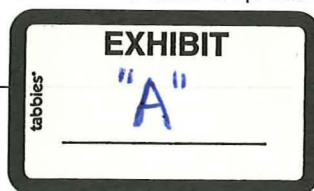
The annual lease payment for the premises shall be Ten and No/100 (\$10.00) Dollars per year payable on February 1st of each year for the term of this Lease Agreement.

4. AD VALOREM TAXES

Any portion of the demised premises being leased to TENANT under this Lease Agreement is believed to be exempt from ad valorem taxes. However, in the event that such property or use shall at any time in the future become subject to such taxes, TENANT agrees to pay its proportionate share as are billed and determined by LANDLORD or the taxing authority. TENANT further agrees that should any of its use of the property be subject to sales, use, excise, or rental taxes levied by any taxing authority, TENANT similarly agrees to pay such taxes and hold LANDLORD harmless from the same.

5. USE OF PREMISES

The purpose of this Lease Agreement is to support St. Lucie County Chamber of Commerce activities and the Chamber's operation of the Seven Gables Visitor Information Center. TENANT shall utilize the premises for all uses pertinent to and related to operation of a



visitor information center including quality visitor services and referrals, information displays, business assistance and promotion materials, meetings and other related special events.

TENANT specifically agrees to conduct its operations in compliance with all applicable laws, codes, ordinances, rules, and all other obligations imposed by applicable provisions of building, housing, health, and environmental codes of any State, Federal, or local law.

TENANT further agrees to keep the premises in a clean and sanitary condition; to remove garbage and debris in conformity with all laws and regulations; to keep all plumbing fixtures clean and sanitary; and to use and operate in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances.

TENANT shall make no unlawful, improper or offensive use of the premises. A copy of the posted hours of operation and a list of the programs and activities of the TENANT shall be furnished to the LANDLORD at the time of the execution of this Agreement and shall be updated upon request by the LANDLORD within thirty (30) days of said request.

NO COMMERCIAL ACTIVITY SHALL TAKE PLACE ON THE PREMISES EXCEPT INCIDENTAL SALES RELATED TO THE TENANT'S NONPROFIT ACTIVITIES. ABSOLUTELY NO SMOKING IS PERMITTED ANYWHERE INSIDE THE BUILDING.

LANDLORD may, in its sole discretion, permit alcohol to be served and/or consumed on the premises strictly as an element of scheduled programming and only if the following requirements are met: 1) All such scheduled programming shall be in conformance with City Code, including special events permitting. 2) If alcohol is being sold as an element of a scheduled event, a license must be obtained, by TENANT, from all applicable authorities including the Division of Alcohol and Beverages, and copy of the license presented by TENANT to LANDLORD prior to the event.

All risks of accidents and injury to property or persons are the sole responsibility of the TENANT. TENANT further agrees to hold harmless the LANDLORD, its officers and employees, from any and all injury or damage claims sustained or alleged to have been sustained on the leased premises.

TENANT shall deliver the premises at the end of the term in as good condition, ordinary wear and tear excepted.

Keys and alarm codes to all spaces are to be provided to the LANDLORD and updated at any and all changes and access to all spaces will not be unreasonably denied to LANDLORD for the purpose of inspection of the premises.

6. ASSIGNMENT PROHIBITED

TENANT shall not voluntarily, involuntarily, or by operation of law assign, sell, mortgage, pledge, or in any manner transfer the Lease or any estate or interest therein or sublet the premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the demised premises without the prior written consent of LANDLORD.

7. MAINTENANCE OF PREMISES

TENANT shall maintain the interior of the premises in all respects, including without limitation, routine maintenance and repairs (but not replacement) of the security and alarm system, interior walls, floors, interior portions of windows and doors, bathroom and kitchen plumbing, sewage facilities, electrical and interior electrical equipment, interior paint, fixtures and appliances. TENANT shall also maintain and/or replace the air conditioning system filter(s) on a regular basis. TENANT is responsible for cleanup of all exterior debris resulting from outdoor activities of TENANT.

LANDLORD shall be responsible for the maintenance and repair of the exterior of the building including lawn, parking lot, roof and structural components and exterior bathrooms. LANDLORD shall be responsible for repair and/or replacement of heating and air conditioning system. TENANT shall notify LANDLORD if maintenance issues arise that LANDLORD is responsible for in order to prevent further damage to the premises.

8. UTILITIES

LANDLORD shall be responsible for certain utilities and shall contract, in its own name and shall pay the charge before delinquency, for utility services rendered or furnished to the demised premises, including water, wastewater, gas, electricity, garbage and the like, together with all taxes or other charges levied on such utilities up to a maximum of \$10,000 annually.

9. ALTERATIONS

TENANT shall not make any alterations, additions or improvements to the premises without the prior written consent of LANDLORD, except for the installation of unattached, movable trade fixtures which may be installed without defacing the premises. All alterations, additions, improvements and fixtures (other than movable trade fixtures) which may be made or installed upon the premises shall become the property of LANDLORD upon installation and shall remain upon and be surrendered with the demised premises at the termination of the Lease unless LANDLORD requests their removal, in which event TENANT shall remove the same and restore the premises to the original condition at TENANT's expense. Any linoleum, carpeting, or other floor covering which may be cemented or otherwise affixed to the floor of the premises shall be a permanent fixture and shall become the property of LANDLORD without credit or compensation to TENANT.

10. TITLE TO IMPROVEMENTS

Title to any building, structure, or other improvements (other than movable trade fixtures) that shall be constructed, installed, or placed upon the premises shall vest in LANDLORD upon the termination of this Lease or any renewal or extension hereof, and TENANT acknowledges that it shall have no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories and modifications thereof from the premise.

11. DAMAGE AND OBLIGATION TO RESTORE

TENANT shall give immediate written notice to LANDLORD of any damage caused to the premises by fire, casualty, or otherwise. If the premises should be: (1) damaged by any uninsured casualty or; (2) be damaged to an extent in excess of fifty percent (50%) of the cost of replacement thereof, LANDLORD may elect either to terminate the Lease Agreement or to proceed to rebuild and repair the demised premises. Should LANDLORD elect to terminate the Lease Agreement, it shall give written notice of such election to TENANT within ninety (90) days after the occurrence of such casualty.

Except as otherwise provided herein, in the event the premises should be damaged by fire or other casualty insurable under standard fire and extended insurance coverage, LANDLORD shall proceed with reasonable diligence to rebuild and repair the demised premises. LANDLORD's obligation to rebuild and repair shall be limited to restoring the premises to substantially the condition in which same existed prior to the casualty, shall be limited to the extent of the insurance proceeds available to LANDLORD for such restoration and, further, shall exclude any obligation with regard to the personal property and trade fixtures of TENANT. Under no circumstances shall LANDLORD be responsible for loss or damage to any structure or property on the premises that is subject to a deductible provision in any LANDLORD provided insurance policy. In the event any portion of the facility should be damaged to such an extent that LANDLORD, in its sole discretion, should elect to discontinue any construction of a facility

on the site, the LANDLORD may cancel this lease by giving written notice to TENANT, and the lease shall terminate and become null and void.

12. INSURANCE, INDEMNITY, AND LIABILITY

LANDLORD shall obtain and maintain all risk commercial property insurance on the buildings or structures and TENANT shall insure all TENANT-owned contents of such buildings or structures.

TENANT shall purchase and maintain Commercial General Liability Insurance on a form no more restrictive than the latest edition of the standard occurrence Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by the ISO or the State of Florida.

In addition, LANDLORD shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 11, Additional Insured-Managers or Lessors of Premises. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence

TENANT shall further furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect within thirty (30) days of the execution of this Lease, which certificate shall provide a minimum of thirty (30) days notice to LANDLORD prior to the cancellation or termination of any insurance policy. Additionally, LANDLORD from time to time may require evidence of such insurance coverages and policies and TENANT shall agree to promptly supply the same. LANDLORD shall further have the right to require tenant to make reasonable increases to the minimum required limits of insurance specified herein during the term of this lease. LANDLORD shall, upon written request by TENANT, provide TENANT with sufficient documentation showing that the insurance required to be carried by LANDLORD hereunder is in full force and effect.

TENANT hereby agrees to indemnify and hold harmless LANDLORD and its officers and employees from and against any and all liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, by reason of damage to persons or property to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the TENANT, its agents, officers, or employees for any injuries or damages which may arise as a result of an accident upon the leased premises while the TENANT is in possession, including LANDLORD's attorney fees and costs, both at the trial and appellate level.

LANDLORD shall not be liable for any damage or injury to any person or property whether it be to the person or property of TENANT, TENANT's employees, agents, guests, invitees, or otherwise, by reason of TENANT's occupancy of the leased premises or because of fire, flood, wind storm, acts of God, or for any other reason, except such damage or injury arising or occurring as a result of LANDLORD's positive acts, negligence, acts or omissions. This paragraph shall apply also to damage caused as previously stated or by frost, steam, excessive heat or cold, falling objects, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes of plumbing fixtures and shall apply equally whether any such damage results from the acts or omissions of other tenants, occupants or of any other person, whether such damage be caused by or result from any other thing or circumstances above mentioned, or any other thing or circumstances, whether of a like or wholly different nature.

13. ACCESS TO PROPERTY

During the term of this Lease, and any renewal or extension thereof, TENANT shall permit LANDLORD and the agents and representatives of LANDLORD access to the premises at

all reasonable times deemed necessary for the purposes of this Lease, and to assure compliance with all ordinances, statutes and rules and regulations of federal, state and local agencies having jurisdiction.

14. DEFAULT AND REMEDIES

The occurrence of any one or more of the following events shall constitute a material default and breach of the Lease by **TENANT**:

(a) The vacating or abandonment of the demised premises by **TENANT**.

(b) The failure by **TENANT** to observe or perform any of the covenants, conditions or provisions to be observed or performed by **TENANT** where such failure shall continue for a period of ten (10) days after written notice thereof from **LANDLORD** to **TENANT**; provided, however, that if the nature of **TENANT**'s default is such that more than ten (10) days are reasonably required for its cure, **TENANT** shall not be deemed to be in default if **TENANT** commences such cure within said ten day period and thereafter diligently pursues such cure to completion.

In the event of any default or breach by **TENANT**, **LANDLORD** may at any time thereafter declare this Lease Agreement terminated, terminate **TENANT**'s right to possession of the demised premises and retake possession thereof.

15. TERMINATION

Either party may terminate this lease agreement by serving thirty (30) days written notice of intent to terminate with written notice sent to each party at the addresses listed below.

As to the **LANDLORD**:

City of Fort Pierce
100 North U.S. Hwy 1
P.O. Box 1480
Fort Pierce, FL 34954-1480
Attn: David L. Recor, ICMA-CM, City Manager

As to the **TENANT**:

St. Lucie County Chamber of Commerce
1850 SW Fountainview Boulevard, Suite 201
Port St. Lucie, FL 34986
Attn: Linda W. Cox, President/CEO

16. RADON GAS

Pursuant to Fla. Stat. Sec. 404.056(8), radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the St. Lucie County Public Health Unit.

17. GENERAL PROVISIONS

The following general provisions shall be an integral part of this Lease:

a. Neither this Lease Agreement, nor any memorandum thereof, may be recorded in the public records, and any such recordation shall, at the option of **LANDLORD**, constitute a non-curable default of **TENANT**.

b. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof. Neither this Lease, nor any of the terms and provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of **LANDLORD** and **TENANT**.

c. The invalidity of any provision of the Lease Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof.

d. The effective date of the Lease Agreement shall be the date last executed by the parties without amendment or deletion to the Lease Agreement and its Exhibits.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their appropriate officials, as of the date first above written.

Attest:

Cassandra Steele
Cassandra Steele, City Clerk

CITY OF FORT PIERCE, LANDLORD

By: Robert J. Benton, III
Robert J. Benton, III, Mayor

Approved as to Form and Correctness:

Robert V. Schwerer
Robert V. Schwerer, Esq.
City Attorney

St. Lucie County Chamber of Commerce, Inc.
a Florida Nonprofit Corporation, TENANT

By: Linda W. Cox
Linda W. Cox, President/CEO

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Linda W. Cox as President/CEO of the St. Lucie County Chamber of Commerce, Inc., to me known to be the person described in and who executed the foregoing document and who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of January, 2010.

(SEAL)

Terissa C. Aronson
Notary Public, State of Florida at Large

My Commission expires: 8/19/13

